

Copy of Term Contract - DO NOT PROCESS**Vendor No.** 100048034**Contact****Your reference** SP-11-0181COLEMAN DAIRY
PO Box 4187
LITTLE ROCK AR 72204**Contract No.** 4600021105**Date** 03/01/2011**Contact** Jaime M. Kaufman**Telephone** 501-371-6065**Fax** 501-324-9311**Our ref.** ST**Incoterms** FOB**DESTINATION****Send Invoice To:**

SEE BELOW

Ship To:Reference Plant
AR

Valid from: 03/01/2011

Valid to: 08/31/2012

AWARD NUMBER: SP-11-0181
COMMODITY: DAIRY
CONTRACT PERIOD: 3/1/2012 - 8/31/2012

Contract Extension 2 of 6

THIS IS A TERM CONTRACT ISSUED BY THE OFFICE OF STATE PROCUREMENT. THIS IS NOT AUTHORITY TO SHIP. A SEPARATE PURCHASE ORDER WILL BE ISSUED. THIS CONTRACT CONSTITUTES ACCEPTANCE OF YOUR BID ALONG WITH ALL TERMS AND CONDITIONS THEREIN AND SIGNIFIES THE OFFERER'S KNOWLEDGE AND ACCEPTANCE OF ALL TERMS AND CONDITIONS SET FORTH WITHIN THE INVITATION FOR BID.

THE QUANTITY LISTED IS ESTIMATED AND NOT A GUARANTEE TO PURCHASE

PRICES ARE F.O.B. DESTINATION, INSIDE DELIVERY, UNLESS OTHERWISE SPECIFIED.

COMPANY NAME: COLEMAN DAIRY
BOB COLEMAN
6901 I-30
LITTLE ROCK, AR 72209
501-748-1720
501-748-1710 fax

This contract will be for a period of six (6) months and has the option to be renewed for up to four (4) additional (6) month increments or a portion thereof, if mutually agreed upon, in writing by the Office of State Procurement and the vendor.

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In the event of a State or National Emergency, Natural Disaster, Weather Phenomenon, State or Federal Executive Order price increase requests will be considered.

Agencies:

DEPARTMENT OF CORRECTION
DIAGNOSTIC UNIT
7500 CORRECTION CIRCLE, PINE BLUFF, AR 71603

NORTH CENTRAL UNIT
HC62 BOX, CALICO ROCK, AR 72519

TEXARKANA REG.
100 N STATE LINE, TEXARKANA, AR 755001

PINE BLUFF WORK COMPLEX
890 FREELINE DRIVE, PINE BLUFF, AR 71603

CUMMINS UNIT
HWY 388 , GRADY, AR 71644

WRIGHTSVILLE UNIT
8400 HWY 386, WRIGHTSVILLE, AR 72183

DELTA REGIONAL UNIT
RT 1 BOX 12, DERMOTT, AR 71638

JEFFERSON CO JAIL
7206 WEST 7TH STREET, PINE BLUFF, AR 71603

TUCKER UNIT - WOMEN
2400 STATE FARM ROAD, TUCKER, AR 72168-8703

N.W. AR WORK RELEASE
403-B HUNTSVILLE, SPRINGDALE, AR 72764

BENTON SERVICES
6701 HWY 67, BENTON, AR 72015

WRIGHTSVILLE/BOOT CAMP
22522 ASHER ROAD, WRIGHTSVILLE, AR 72183

VARNER UNIT
HWY 388 , GRADY, AR 71644

INSTITUTIONAL WAREHOUSE
600 CORRECTIONAL CIRCLE, PINE BLUFF, AR 71603

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MISSISSIPPI COUNTY WORK

MEADOW ROAD, LUXORA, AR 72358

LEE COUNTY CORR FAC

324 LEE, BRICKEYS, AR 72320

TUCKER UNIT - MAX. SECURITY

2501 STATE FARM ROAD, TUCKER, AR 72168

HUMAN DEVELOPMENT CENTERS**ALEXANDER UNIT**

PO BOX 320, ALEXANDER, AR 72002

ARKADELPHIA UNIT

1 PRATOR DRIVE, ARKADELPHIA, AR 71923

BOONEVILLE UNIT

HWY 116 SOUTHBOONEVILLE, AR 72927

CONWAY UNIT

SIEBENMORGAN ROAD, CONWAY, AR 72032

JONESBORO UNIT

4701 COLONY DRIVE JONESBORO, AR 72401

WARREN UNIT

1 CENTER CIRCLE, WARREN, AR 71671

DEPARTMENT OF COMMUNITY CORRECTION**CAC - LITTLE ROCK**

4823 WEST 7TH STREET, LITTLE ROCK, AR 72204

NEA - OSCEOLA

1351 CYRO ROAD, OSCEOLA, AR 72370

NWA - FAYETTEVILLE

100 NORTH COLLEGE AVE, FAYETTEVILLE, AR 72701

OTV - MALVERN

104 WALCO LANE, MALVERN, AR 72104

SEA - PINE BLUFF

7301 WEST 13TH STREET, PINE BLUFF, AR 71602

SWA - TEXARKANA

506 WALNUT, TEXARKANA, AR 71854

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STATE POLICE ACADEMY - CADET KITCHEN
 GEYER SPRINGS ROAD, LITTLE ROCK, AR 72209

LAW ENFORCEMENT TRAINING ACADEMY
 PO BOX 3106, EAST CAMDEN, AR 71701

AR CAREER TRAINING INSTITUTE
 105 RESERVE, HOT SPRINGS, AR 71901

ARKANSAS HEALTH CENTER
 6701 HWY 67, BENTON, AR 72015-8489

PULASKI TECHNICAL COLLEGE - LITTLE LEANERS
 1500 W. PERSHING BLVD, N. LITTLE ROCK, AR 72216

SCHOOL FOR THE DEAF
 2400 WEST MARKHAM, LITTLE ROCK, AR 72203

SCHOOL FOR THE BLIND
 2600 WEST MARKHAM, LITTLE ROCK, AR 72203

UAMS
 4301 W MARKHAM, LITTLE ROCK, AR 72205

AR VETERANS HOME
 4701 W 20TH, LITTLE ROCK, AR 72204

Item	Material/Description	Target Qty	UM	Unit Price	Amount
0010	10001740 MILK,WHOLE,GRADE A,3.25+ SWEET, 1/2 PINT	26,160	each	0.34	\$ 8,894.40
Valid from: 02/25/2011 To: 04/14/2011					
	Gross Price	0.32	USD	1 EA	
Valid from: 04/15/2011 To: 05/14/2011					
	Gross Price	0.33	USD	1 EA	
Valid from: 05/15/2011 To: 06/14/2011					
	Gross Price	0.33	USD	1 EA	
Valid from: 06/15/2011 To: 08/31/2011					
	Gross Price	0.34	USD	1 EA	
Valid from: 09/01/2011 To: 12/31/9999					
	Gross Price	0.34	USD	1 EA	

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Item	Material/Description	Target Qty	UM	Unit Price	Amount
0020	10001747 MILK, WHOLE, GRADE A, 3.25+ SWEET, 1/2GAL	150	each	2.49	\$ 373.50
	Valid from: 02/25/2011 To: 04/14/2011				
	Gross Price 2.30 USD 1 EA				
	Valid from: 04/15/2011 To: 05/14/2011				
	Gross Price 2.37 USD 1 EA				
	Valid from: 05/15/2011 To: 06/14/2011				
	Gross Price 2.39 USD 1 EA				
	Valid from: 06/15/2011 To: 08/31/2011				
	Gross Price 2.42 USD 1 EA				
	Valid from: 09/01/2011 To: 12/31/9999				
	Gross Price 2.49 USD 1 EA				
0030	10101148 MILK, WHOLE, GRADE A, 3.25+ SWEET, 1GAL	1,845	gallon, US	4.66	\$ 8,597.70
	Valid from: 02/25/2011 To: 04/14/2011				
	Gross Price 4.29 USD 1 GAL				
	Valid from: 04/15/2011 To: 05/14/2011				
	Gross Price 4.43 USD 1 GAL				
	Valid from: 05/15/2011 To: 06/14/2011				
	Gross Price 4.47 USD 1 GAL				
	Valid from: 06/15/2011 To: 08/31/2011				
	Gross Price 4.53 USD 1 GAL				
	Valid from: 09/01/2011 To: 12/31/9999				
	Gross Price 4.66 USD 1 GAL				
0040	10001770 MILK, WHOLE GRADE A 2% SWEET 1/2 PINT	135,781	each	0.33	\$ 44,807.73
	Valid from: 02/25/2011 To: 04/14/2011				
	Gross Price 0.31 USD 1 EA				
	Valid from: 04/15/2011 To: 05/14/2011				

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Item	Material/Description	Target Qty	UM	Unit Price	Amount
	Gross Price	0.32	USD	1 EA	
	Valid from: 05/15/2011 To: 06/14/2011				
	Gross Price	0.32	USD	1 EA	
	Valid from: 06/15/2011 To: 08/31/2011				
	Gross Price	0.33	USD	1 EA	
	Valid from: 09/01/2011 To: 12/31/9999				
	Gross Price	0.33	USD	1 EA	
0050	10101150 MILK,WHOLE,GRADE A,2% SWEET,1/2 GALLON	1,445	gallon, US	2.40	\$ 3,468.00
	Valid from: 02/25/2011 To: 04/14/2011				
	Gross Price	2.21	USD	1 GAL	
	Valid from: 04/15/2011 To: 05/14/2011				
	Gross Price	2.29	USD	1 GAL	
	Valid from: 05/15/2011 To: 06/14/2011				
	Gross Price	2.31	USD	1 GAL	
	Valid from: 06/15/2011 To: 08/31/2011				
	Gross Price	2.34	USD	1 GAL	
	Valid from: 09/01/2011 To: 12/31/9999				
	Gross Price	2.40	USD	1 GAL	
0060	10101202 MILK,WHOLE,GRADE A,2% SWEET,1 GALLON	7,801	gallon, US	4.47	\$ 34,870.47
	Valid from: 02/25/2011 To: 04/14/2011				
	Gross Price	4.09	USD	1 GAL	
	Valid from: 04/15/2011 To: 05/14/2011				
	Gross Price	4.24	USD	1 GAL	
	Valid from: 05/15/2011 To: 06/14/2011				
	Gross Price	4.29	USD	1 GAL	
	Valid from: 06/15/2011 To: 08/31/2011				
	Gross Price	4.34	USD	1 GAL	
	Valid from: 09/01/2011 To: 12/31/9999				

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Item	Material/Description	Target Qty	UM	Unit Price	Amount
	Gross Price	4.47	USD	1 GAL	
0070	10001753 MILK,WHOLE,GRADE A,2% SWEET,5GAL CONTNR	300	each	21.30	\$ 6,390.00
	Valid from: 02/25/2011 To: 04/14/2011				
	Gross Price	19.40	USD	1 EA	
	Valid from: 04/15/2011 To: 05/14/2011				
	Gross Price	20.15	USD	1 EA	
	Valid from: 05/15/2011 To: 06/14/2011				
	Gross Price	20.40	USD	1 EA	
	Valid from: 06/15/2011 To: 08/31/2011				
	Gross Price	20.65	USD	1 EA	
	Valid from: 09/01/2011 To: 12/31/9999				
	Gross Price	21.30	USD	1 EA	
0080	10102338 MILK,FAT FREE,SKIM,5 GAL CONTAINERS	4,940	gallon, US	20.05	\$ 99,047.00
	Valid from: 02/25/2011 To: 04/14/2011				
	Gross Price	18.15	USD	1 GAL	
	Valid from: 04/15/2011 To: 05/14/2011				
	Gross Price	18.95	USD	1 GAL	
	Valid from: 05/15/2011 To: 06/14/2011				
	Gross Price	19.25	USD	1 GAL	
	Valid from: 06/15/2011 To: 08/31/2011				
	Gross Price	19.45	USD	1 GAL	
	Valid from: 09/01/2011 To: 12/31/9999				
	Gross Price	20.05	USD	1 GAL	
0090	10001862 MILK, SKIM, GRADE A,1GALLON WAX CARTON	5,170	each	4.08	\$ 21,093.60
	Valid from: 02/25/2011 To: 04/14/2011				
	Gross Price	3.70	USD	1 EA	

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Valid from: 04/15/2011 To: 05/14/2011					
	Gross Price	3.86	USD	1 EA	
Valid from: 05/15/2011 To: 06/14/2011					
	Gross Price	3.92	USD	1 EA	
Valid from: 06/15/2011 To: 08/31/2011					
	Gross Price	3.96	USD	1 EA	
Valid from: 09/01/2011 To: 12/31/9999					
	Gross Price	4.08	USD	1 EA	
0110	10101314 CHOCOLATE MILK, FAT FREE, 1/2 PINT	21,998	Pint US I	0.34	\$ 7,479.32
Valid from: 02/25/2011 To: 04/14/2011					
	Gross Price	0.32	USD	1 PT	
Valid from: 04/15/2011 To: 05/14/2011					
	Gross Price	0.33	USD	1 PT	
Valid from: 05/15/2011 To: 06/14/2011					
	Gross Price	0.33	USD	1 PT	
Valid from: 06/15/2011 To: 08/31/2011					
	Gross Price	0.34	USD	1 PT	
Valid from: 09/01/2011 To: 12/31/9999					
	Gross Price	0.34	USD	1 PT	
0120	10001866 BUTTERMILK,BULGARIAN, WH GR A, 1/2 GAL	234	each	2.68	\$ 627.12
Valid from: 02/25/2011 To: 04/14/2011					
	Gross Price	2.49	USD	1 EA	
Valid from: 04/15/2011 To: 05/14/2011					
	Gross Price	2.56	USD	1 EA	
Valid from: 05/15/2011 To: 06/14/2011					
	Gross Price	2.58	USD	1 EA	
Valid from: 06/15/2011 To: 08/31/2011					
	Gross Price	2.61	USD	1 EA	

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Item	Material/Description	Target Qty	UM	Unit Price	Amount
Valid from: 09/01/2011 To: 12/31/9999					
	Gross Price	2.68	USD	1 EA	
0130	10101246 BUTTERMILK,CULTURED,LOWFAT,GR A, 1/2 GAL	432	each	2.48	\$ 1,071.36
Valid from: 02/25/2011 To: 04/14/2011					
	Gross Price	2.29	USD	1 EA	
Valid from: 04/15/2011 To: 05/14/2011					
	Gross Price	2.36	USD	1 EA	
Valid from: 05/15/2011 To: 06/14/2011					
	Gross Price	2.38	USD	1 EA	
Valid from: 06/15/2011 To: 08/31/2011					
	Gross Price	2.41	USD	1 EA	
Valid from: 09/01/2011 To: 12/31/9999					
	Gross Price	2.48	USD	1 EA	
0140	10101187 BUTTERMILK, CULTURED LOW FAT, 1/2 PINT	4,460	each	0.32	\$ 1,427.20
Valid from: 02/25/2011 To: 04/14/2011					
	Gross Price	0.30	USD	1 EA	
Valid from: 04/15/2011 To: 05/14/2011					
	Gross Price	0.31	USD	1 EA	
Valid from: 05/15/2011 To: 06/14/2011					
	Gross Price	0.31	USD	1 EA	
Valid from: 06/15/2011 To: 08/31/2011					
	Gross Price	0.32	USD	1 EA	
Valid from: 09/01/2011 To: 12/31/9999					
	Gross Price	0.32	USD	1 EA	
0150	10102030 BUTTERMILK, WH GRADE A,COOKING,1/2 GAL	224	each	1.95	\$ 436.80
Valid from: 02/25/2011 To: 04/14/2011					
	Gross Price	1.75	USD	1 EA	

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Item	Material/Description	Target Qty	UM	Unit Price	Amount
	Valid from: 04/15/2011 To: 05/14/2011				
	Gross Price 1.81 USD 1 EA				
	Valid from: 05/15/2011 To: 06/14/2011				
	Gross Price 1.85 USD 1 EA				
	Valid from: 06/15/2011 To: 08/31/2011				
	Gross Price 1.85 USD 1 EA				
	Valid from: 09/01/2011 To: 12/31/9999				
	Gross Price 1.95 USD 1 EA				
0160	10002019 YOGURT, ASSORTED FLAVORS AND PLAIN,1/2PT	800	each	0.66	\$ 528.00
	Valid from: 02/25/2011 To: 04/14/2011				
	Gross Price 0.65 USD 1 EA				
	Valid from: 04/15/2011 To: 05/14/2011				
	Gross Price 0.65 USD 1 EA				
	Valid from: 05/15/2011 To: 06/14/2011				
	Gross Price 0.65 USD 1 EA				
	Valid from: 06/15/2011 To: 08/31/2011				
	Gross Price 0.66 USD 1 EA				
	Valid from: 09/01/2011 To: 12/31/9999				
	Gross Price 0.66 USD 1 EA				
0170	10122112 YOGURT, ASSTD FLAVORS/PLN,LOWFAT,1/2 PT	6,218	each	0.66	\$ 4,103.88
	Valid from: 02/25/2011 To: 04/14/2011				
	Gross Price 0.65 USD 1 EA				
	Valid from: 04/15/2011 To: 05/14/2011				
	Gross Price 0.65 USD 1 EA				
	Valid from: 05/15/2011 To: 06/14/2011				
	Gross Price 0.65 USD 1 EA				
	Valid from: 06/15/2011 To: 08/31/2011				
	Gross Price 0.66 USD 1 EA				

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Valid from: 09/01/2011 To: 12/31/9999					
	Gross Price	0.66	USD	1 EA	
0180	10102411 YOGURT, PLAIN, 5 POUND CONTAINERS	177	each	5.81	\$ 1,028.37
Valid from: 02/25/2011 To: 04/14/2011					
	Gross Price	5.75	USD	1 EA	
Valid from: 04/15/2011 To: 05/14/2011					
	Gross Price	5.75	USD	1 EA	
Valid from: 05/15/2011 To: 06/14/2011					
	Gross Price	5.75	USD	1 EA	
Valid from: 06/15/2011 To: 08/31/2011					
	Gross Price	5.81	USD	1 EA	
Valid from: 09/01/2011 To: 12/31/9999					
	Gross Price	5.81	USD	1 EA	
0190	10101310 SOUR CREAM,5 LB, CONTAINER	1,127	pound, US	8.00	\$ 9,016.00
Valid from: 02/25/2011 To: 04/14/2011					
	Gross Price	7.50	USD	1 LB	
Valid from: 04/15/2011 To: 05/14/2011					
	Gross Price	7.65	USD	1 LB	
Valid from: 05/15/2011 To: 06/14/2011					
	Gross Price	7.65	USD	1 LB	
Valid from: 06/15/2011 To: 08/31/2011					
	Gross Price	7.85	USD	1 LB	
Valid from: 09/01/2011 To: 12/31/9999					
	Gross Price	8.00	USD	1 LB	
0200	10102249 SOUR CREAM,IND PROTIONS, 1OZ, CONTAINERS	1,211	each	0.35	\$ 423.85
Valid from: 02/25/2011 To: 04/14/2011					

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	Gross Price	0.15	USD	1 EA	
	Valid from: 04/15/2011 To: 05/14/2011				
	Gross Price	0.15	USD	1 EA	
	Valid from: 05/15/2011 To: 06/14/2011				
	Gross Price	0.15	USD	1 EA	
	Valid from: 06/15/2011 To: 08/31/2011				
	Gross Price	0.15	USD	1 EA	
	Valid from: 09/01/2011 To: 12/31/9999				
	Gross Price	0.35	USD	1 EA	
0210	10102376 COTTAGE CHEESE,SM CURD,CREAMED,LF,5 LB.	2,259	pound, US	9.70	\$ 21,912.30
	Valid from: 02/25/2011 To: 04/14/2011				
	Gross Price	9.00	USD	1 LB	
	Valid from: 04/15/2011 To: 05/14/2011				
	Gross Price	9.30	USD	1 LB	
	Valid from: 05/15/2011 To: 06/14/2011				
	Gross Price	9.50	USD	1 LB	
	Valid from: 06/15/2011 To: 08/31/2011				
	Gross Price	9.70	USD	1 LB	
	Valid from: 09/01/2011 To: 12/31/9999				
	Gross Price	9.70	USD	1 LB	
0220	10101832 CREAM,HALF&HALF, 12%,GRADE A-HOT SPRGS	2,400	Pint US I	2.43	\$ 5,832.00
	Valid from: 02/25/2011 To: 04/14/2011				
	Gross Price	2.25	USD	1 PT	
	Valid from: 04/15/2011 To: 05/14/2011				
	Gross Price	2.31	USD	1 PT	
	Valid from: 05/15/2011 To: 06/14/2011				
	Gross Price	2.31	USD	1 PT	
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	Gross Price 2.35 USD 1 PT				
	Valid from: 09/01/2011 To: 12/31/9999				
	Gross Price 2.43 USD 1 PT				
0230	10101342 ICE CREAM, ASSORTED FLVR, 4 OZ-JONESBORO	31,824	each	0.32	\$ 10,183.68
	Valid from: 02/25/2011 To: 04/14/2011				
	Gross Price 0.32 USD 1 EA				
	Valid from: 04/15/2011 To: 05/14/2011				
	Gross Price 0.32 USD 1 EA				
	Valid from: 05/15/2011 To: 06/14/2011				
	Gross Price 0.32 USD 1 EA				
	Valid from: 06/15/2011 To: 08/31/2011				
	Gross Price 0.32 USD 1 EA				
	Valid from: 09/01/2011 To: 12/31/9999				
	Gross Price 0.32 USD 1 EA				
0240	10002151 ICE CREAM, ASSORTED FLAVORS, 3 GALLON	14	each	21.00	\$ 294.00
	Valid from: 02/25/2011 To: 04/14/2011				
	Gross Price 21.00 USD 1 EA				
	Valid from: 04/15/2011 To: 05/14/2011				
	Gross Price 21.00 USD 1 EA				
	Valid from: 05/15/2011 To: 06/14/2011				
	Gross Price 21.00 USD 1 EA				
	Valid from: 06/15/2011 To: 08/31/2011				
	Gross Price 21.00 USD 1 EA				
	Valid from: 09/01/2011 To: 12/31/9999				
	Gross Price 21.00 USD 1 EA				
0250	10016724 STRAWBERRY,FRESH,1/2PINT	150	each	0.34	\$ 51.00

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	Valid from: 02/25/2011 To: 04/14/2011				
	Gross Price 0.32 USD	1	EA		
	Valid from: 04/15/2011 To: 05/14/2011				
	Gross Price 0.33 USD	1	EA		
	Valid from: 05/15/2011 To: 05/22/2011				
	Gross Price 0.33 USD	1	EA		
	Valid from: 05/23/2011 To: 08/31/2011				
	Gross Price 0.34 USD	1	EA		
	Valid from: 09/01/2011 To: 12/31/9999				
	Gross Price 0.34 USD	1	EA		
0270	10128130 MILK,CHOCOLATE,FAT FREE,1 GAL	550	gallon, US	4.49	\$ 2,469.50
	Valid from: 02/28/2011 To: 04/14/2011				
	Gross Price 4.19 USD	1	GAL		
	Valid from: 04/15/2011 To: 05/14/2011				
	Gross Price 4.35 USD	1	GAL		
	Valid from: 05/15/2011 To: 06/14/2011				
	Gross Price 4.41 USD	1	GAL		
	Valid from: 06/15/2011 To: 08/31/2011				
	Gross Price 4.45 USD	1	GAL		
	Valid from: 09/01/2011 To: 12/31/9999				
	Gross Price 4.49 USD	1	GAL		
0280	10102375 MILK,FAT FREE SKIM,1/2 PT	103,025	Pint US I	0.32	\$ 32,968.00
	Valid from: 03/01/2011 To: 04/14/2011				
	Gross Price 0.30 USD	1	PT		
	Valid from: 04/15/2011 To: 05/14/2011				
	Gross Price 0.31 USD	1	PT		
	Valid from: 05/15/2011 To: 06/14/2011				
	Gross Price 0.31 USD	1	PT		

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Vendor No. 100048034
 Contact
 Your reference SP-11-0181

Contract No. 4600021105
 Date 03/01/2011
 Our reference ST

Item	Material/Description	Target Qty	UM	Unit Price	Amount
Valid from: 06/15/2011 To: 08/31/2011					
	Gross Price	0.32	USD	1 PT	
Valid from: 09/01/2011 To: 12/31/9999					
	Gross Price	0.32	USD	1 PT	
Estimated Net Value					327,394.78

OUTLINE AGREEMENT AWARD TERMS AND CONDITIONS

1. GENERAL: All terms and conditions stated in the invitation for bid govern this contract.
2. PRICES: Prices are firm and not subject to escalation, unless otherwise specified in the invitation for bid.
3. DISCOUNTS: All cash discounts offered will be taken if earned.
4. TAXES: Most state agencies must pay state sales tax. Before billing, the contractor should contact the ordering agency to find out if that agency must pay sales tax. Itemize state sales tax when applicable on invoices.
5. BRAND NAME REFERENCES: The contractor guarantees that the commodity delivered is the same as specified in the bid.
6. GUARANTY: All items delivered are to be newly manufactured, in first- class condition, latest model and design, including, where applicable, containers suitable for shipment and storage unless otherwise indicated in the bid invitation. The contractor guarantees that everything furnished hereunder will be free from defects in design, workmanship, and material; that if sold by drawing, sample or specification, it will conform thereto and will serve the function for which furnished. The contractor further guarantees that if the items furnished hereunder are to be installed by the contractor, such items will function properly when installed. The contractor also guarantees that all applicable laws have been complied with relating to construction, packaging, labeling, and registration. The contractor's obligations under this paragraph shall survive for a period of one year from the date of delivery, unless otherwise specified in the invitation for bid.
7. AWARD: This contract award does not authorize shipment. Shipment against this contract is authorized by the receipt of a purchase order from the ordering agency. A written purchase order mailed or otherwise furnished to the contractor results in a binding obligation without further action by either party.
8. DELIVERY: The term of the contract is shown on the face of the contract award. The contractor is

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required to supply the state's needs during this term. The number of days required to place the commodity in the receiving agency's designated location under normal conditions is also shown. Consistent failure to meet delivery without a valid reason may cause removal from the bidders' list or suspension of eligibility for award.

9. BACK ORDERS OR DELAY IN DELIVERY: Back orders or failure to deliver within the time required may be default of the contract. The contractor must give written notice to the Office of State Procurement and ordering agency of the reason and the expected delivery date. If the reason is not acceptable, the contractor is in default. The Office of State Procurement has the right to extend delivery if reasons appear valid. If the date is not acceptable, the agency may buy elsewhere.

10.DELIVERY REQUIREMENTS: No substitutions or cancellations are permitted without written approval of the Office of State Procurement. Delivery shall be made during agency work hours only, 8:00 a.m. to 4:30 p.m., unless prior approval for other delivery has been obtained from the agency. Packing memoranda shall be enclosed with each shipment.

11.STORAGE: The ordering agency is responsible for storage if the contractor delivers within the time required and the agency cannot accept delivery.

12.DEFAULT: All commodities furnished will be subject to inspection and acceptance of the ordering agency after delivery. Default in promised delivery or failure to meet specifications authorizes the Office of State Procurement to cancel this contract or any portion of same and reasonably purchase commodities elsewhere and charge full increase, if any, in cost and handling to the defaulting contractor.

13.VARIATION IN QUANTITY: The state assumes no liability for commodities produced, processed or shipped in excess of the amount specified herein.

14.INVOICING: The contractor shall submit an original and two copies of an itemized invoice showing the bid number and purchase request number when itemized in the invitation for bid. Invoices must be sent to "Invoice to" point shown on the purchase order.

15.STATE PROPERTY: Any specifications, drawing, technical information, dies, cuts, negatives, positives, data or any other commodity furnished to the contractor hereunder or in contemplation hereof or developed by the contractor for the use hereunder shall remain property of the state, be kept confidential, be used only as expressly authorized, and be returned at the contractor's expense to the F.O.B. point, properly identifying what is being returned.

16.ASSIGNMENT: This contract is not assignable nor the duties hereunder delegable by either party without the written consent of the other party to the contract.

17.OTHER REMEDIES: In addition to the remedies outlined herein, the contractor and the state have the right to pursue any other remedy permitted by law or in equity.

18.LACK OF FUNDS: The state may cancel this contract to the extent funds are no longer legally available for expenditures under this contract. Any delivered but unpaid for goods will be returned in normal condition to the contractor by the state. If the state is unable to return the commodities in normal condition and there are no funds legally available to pay for the goods, the contractor may file a

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claim with the Arkansas Claims Commission. If the contractor has provided services and there are no longer funds legally available to pay for the services, the contractor may file a claim.

19.QUANTITIES: The state may order more or less than the estimated quantity in the invitation for bid.

20.DISCLOSURE: Failure to make any disclosure required by the Governor's Executive Order 98-04, or any violation of any rule, regulation, or policy adopted pursuant to that order, shall be a material breach of the terms of this contract. Any contractor, whether an individual or entity, who fails to make the required disclosure or who violates any rule, regulation, or policy shall be subject to all legal remedies available to the agency.

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